

AGREEMENT

between

Jackson Township
TOWNSHIP OF JACKSON, A BODY CORPORATE

(COUNTY OF OCEAN,) STATE OF NEW JERSEY

and

JACKSON POLICE

SUPERIOR OFFICERS ASSOCIATION

Effective January 1, 1986 through December 31, 1987

Ocean County

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ARTICLE I

PREAMBLE - WITNESSETH

PREAMBLE

This Agreement made and entered into in Jackson Township, New Jersey, this day of , 1986, between the Township of Jackson, a municipality in the County of Ocean, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Jackson Police Superior Officers' Association", or hereinafter referred to as the "S.O.A." or "Officers", as herein referred to denotes all S.O.A. members.

WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its Superior Officers and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the Officers of the Employer recognized as being represented by the S.O.A. as follows:

ARTICLE II

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.

The Employer hereby recognizes the S.O.A. as the sole and exclusive representative of all the Superior Officers in the bargaining unit as defined in Article III, Section I, herein, for the purposes of collective bargaining, and all activities and processes relative thereto.

Section 2.

The bargaining unit shall consist of all of the regular full-time officers of the Police Department of Jackson Township now employed or hereinafter Officers excluding Patrolmen, Sergeants, the Chief of Police and/or Director of Public Safety.

Section 3.

This Agreement shall govern all wages, hours, and other conditions of employment herein set forth.

Section 4.

This Agreement shall be binding upon the parties hereto.

ARTICLE III

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Governing Body of the Employer or its designee (excluding Patrolmen, Sergeants, the Chief of Police and/or Director of Public Safety) and the President of the S.O.A. or his designee, shall be the respective bargaining agents for the parties.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the Rules and Regulations of the Public Employment Relations Commission.

Section 3.

Ordinarily not more than five (5) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Officers represented by the Association because of membership activity in the Association. The Association shall not intimidate or coerce Officers into membership. Neither the Employer nor the Association shall discriminate against any Officer because of race, creed, color, national origin or political affiliation.

Section 2.

Pursuant to Chapter 123, Public Law of 1974; the Township hereby agrees that every Superior Officer shall have the right to freely organize, join and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted S.O.A. activities. As a body exercising governmental power under the law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Superior Officer the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States Constitution; that it shall not discriminate against any Superior Officer with respect to hours, wages, work assignments, or any terms of conditions of employment by reason of his membership in the S.O.A. and its affiliates, his participation in any activities of the S.O.A. and or proceedings under the Agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action on the part of the Township.

ARTICLE V

MANAGEMENT RIGHTS

Section 1.

The S.O.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

It shall be mutually agreed that the Township as Employer, and the S.O.A., as Employees, will abide by Title II, Civil Service, of the Revised Statutes of New Jersey and the Rules and Regulations of the Civil Service Commissioner. No provision of this Agreement will, in any way, contravene the Authority and Responsibility of the Civil Service Commissioner.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various Divisions of the Police Department, the right to direct the various divisions, to hire and transfer Officers, to combine and eliminate jobs, and to determine the number of officers needed for specific Job Assignments.

Section 2.

Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage Officers of the Employer, to hire, promote, transfer, assign or retain Officers in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to Officers.

(c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an Officer for just cause or to lay off Officers in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing police functions are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

Section 3.

The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-53 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

ARTICLE VI

SUPERIOR OFFICERS' ASSOCIATION BUSINESS

Section 1.

The President or in the event he is not available, his designee of the S.O.A., or if he is unavailable, the next highest ranking S.O.A. Officer available, shall be excused from his work assignment and shall be granted a reasonable amount of time to handle S.O.A. business; provided, however, that prior to the time of absence from his work assignment, the President, Delegate, or Officer notifies the Director of Public Safety, Chief of Police or in their absence, their designee and specifically enters on the Department Time Sheet the nature of the Association business; the time out and the time in; and provided further that such time is limited to an aggregate of five (5) hours per month, non-cumulative, and further, such time is to be recorded in the official department Duty Roster.

Section 2.

During annual contract negotiations, the S.O.A. President, and the S.O.A. Negotiating Staff shall be excused from their work assignments and shall be granted an unlimited amount of time while actually negotiating with the Township.

Section 3.

The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any administrative or management personnel.

Section 4.

Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the Association shall have the right to conduct meetings at reasonable times on municipal premises.

ARTICLE VII

WAGES

Section 1.

Effective January 1, 1986 and January 1, 1987,
Superior Officers shall receive as a basic wage for each of
the classifications shown for the calendar years as follows:

<u>CLASSIFICATION</u>	<u>CY 1986</u>	<u>CY 1987</u>
Jr. Lt.	37,927	40,393
Sr. Lt. (Min. 3 yrs. Service as Jr. Lt.)	38,272	40,760
Jr. Capt. (10% above Lt. Max.)	42,099	44,836
Sr. Capt. (Min. 3 Yrs. Service as Jr. Capt.) (11% above Lt. Max.)	42,482	45,244
Deputy Chief of Police (10% above Capt. Max.)	46,730	49,768
Deputy Chief of Police (Min. 3 yrs. of service in Position) 11% Above Captain Max.)	47,155	50,221

Note: Any position established above the rank of Captain and below the rank of Chief of Police during this Contract period shall enact a reopener clause for establishment of said salary.

Section 2.

An Officer temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher rank for the period of service; "Temporarily Assigned" for the purpose section is defined as eight (8) or more consecutive hours or one (1) or more consecutive eight (8) hour shifts.

ARTICLE VIII

LONGEVITY

Section 1.

Each Officer shall be paid, in addition to his current annual wage, longevity increments of fixed amounts which shall be computed in the Officers base salary and based upon his years of service with the Jackson Police Department in accordance with the following schedule:

Two percent (2%) of his base pay after his first five (5) years of service and an additional one percent of his base pay for each additional two (2) years up to a maximum of ten percent (10%) longevity.

ARTICLE IX

OVERTIME

Section 1.

The Employer agrees that overtime consisting of time and one half (1 1/2) shall be paid to all SOA Members for hours worked in excess of the normal work day.

Section 2.

Officers shall not be paid for overtime hours unless such overtime is authorized by the Chief of Police or Director of Public Safety.

Section 3.

It is recognized that Officers may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no payment shall be paid for a fifteen (15) minute period prior to commencement of a tour, but in the event an Officer is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, the Officer shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

ARTICLE X

ACTIVE DUTY HOURS

Section 1.

The work day shall consist of not more than eight (8) consecutive hours.

ARTICLE XI

PERSONAL DAY

Section 1.

Officers shall be entitled to one (1) paid Personal Day per year not accruable from year to year in addition to sick leave authorization in Article XIII.

Section 2.

Payment shall be made by separate check and shall be paid no later than November 15th provided said Officer did not use said day.

ARTICLE XII

VACATION LEAVE

Section 1.

Each Officer of the S.O.A. shall be entitled to annual vacation with pay at his regular rate of pay in accordance with the following table:

Ten (10) years but less than fifteen
(15) years of service
23 days

Fifteen (15) or more years of service
27 days

Section 2.

Vacation leave is to posted automatically for each member on January 1st of each year. Vacation leave posted on January 1st is to be prorated in the event the 10th or 15th anniversary of service falls during the calendar year.

Section 3.

Officers may utilize accumulated vacation days to take off on Holidays. Approval will not be unreasonably denied.

Section 4.

In the event of the death of an Officer, the spouse or beneficiary of such Officer shall receive the payment for accumulated vacation leave provided for in this article.

ARTICLE XIII

SICK LEAVE

Section 1.

All S.O.A. Officers covered by this Agreement shall be granted sick leave with pay in the amount of seventeen (17) days in the calendar year. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be credited automatically to each Officer on January 1st of each year. The Employer reserves the right to extend sick leave.

Section 2.

An Officer absent on sick leave may be required to submit acceptable medical evidence substantiating the illness and such Officer's inability to perform any police duties. Employer may taken any reasonable steps to verify the illness of an Officer who is absent on sick leave.

Section 3.

At the end of an Officer's career, and his retirement in good standing as a permanent member of the Jackson Police Department, the Officer shall cause to be paid to him the full amount of sick leave accrued up to a maximum of 130 days. At the Officer's option, he may elect to take off with pay for such accumulated sick leave accrued at his current rate of pay. However, no additional sick leave shall accure during this period of time.

Section 4.

All S.O.A. Officers shall be granted five personal days per year to be deducted from sick leave as defined in Section 1 of this Article. These personal days are in addition to the Paid Personal Day as defined in Article XI of this Agreement.

Section 5.

All S.O.A. Officers who have accumulated one hundred and thirty (130) or more sick days as of November 1 of each calendar year shall be entitled to payment of a maximum of six (6) days; provided that no sick leave is taken on the remaining twelve (12) sick days after use of Personal Days as described above. Officers will be paid for remaining sick leave in a calendar year on a two for one basis with the maximum payment being for six (6) days.

Section 5.

Payment of these sick days shall be made by separate check and shall be paid not later than November 15th.

Section 6.

In the event of death of any Officer, the spouse or beneficiary of such Officer shall receive the payment for accumulated sick leave provided for in Section 3 of this article.

Section 7.

If resignation of an Officer occurs during the calendar year, unearned sick leave which has already been used by said Officer will be deducted from any final salary payment.

Section 8.

With the exception of Part "C", the provisions of Section 20-34, Sick Leave of the Personnel Code shall be applicable to all permanent full-time Officers for illness, injury in the line of duty, or recuperation therefrom.

ARTICLE XIV

INJURY/ILLNESS LEAVE

Section 1.

Request for leave of absence with pay for injury or illness in the line of duty or recuperation therefrom shall be made in accordance with Jackson Code Section 20-35 pursuant to N.J.S.A. 40:14-137. No accumulated sick leave is to be deducted while I.O.D. leave is being processed.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1.

In the event of death in the "immediate family", a member shall be granted four (4) days funeral leave, which is not to be deducted from any other leave. Such funeral leave is to be granted as many times as may be necessary during any given year. The term "immediate family", for the purpose of this Agreement, shall mean and refer only to the following: the father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister or brother of the employee or employee's spouse. It shall also include relatives of the employee residing in the employee's household.

Section 2.

Two (2) additional days, if travel time is required, may be authorized by the Chief of Police, Director of Public Safety, or in their absence, their designee upon proper application.

ARTICLE XVI

HOLIDAY/LEAVE

Section 1.

The following shall be recognized as Holidays paid at eight (8) hours straight time under this Agreement:

New Year's Day
Good Friday
Easter Sunday
Memorial Day
Martin King Day
Election Day
Veterans Day
Columbus Day
Washington's Birthday
Lincoln's Birthday
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

Section 2.

It is recognized by both parties that Officers of the Police Department may not, by reason of departmental business, enjoy the aforesaid Holidays by working on those dates. Therefore, in lieu of the holiday itself, Officers shall receive compensation at time and one half (1 1/2) in accordance with his regular rate of pay and subject to the provisions of Article V herein. In the event any of the aforesaid allowed paid Holidays falls on a non-duty day, said Holiday shall be deemed to have fallen on a regular working day and straight time of eight (8) hours will be paid. The compensation for the balance of the Holidays of that calendar year shall be paid no later than the second paycheck of the following year.

Section 3.

Said payment for Holidays, and Court Stipend shall be by separate check and not included in the regular payroll check.

Section 4.

In the event the Township Committee grants an additional Holiday to other township employees, the S.O.A. shall enjoy the same benefit.

ARTICLE XVII

EDUCATION

PART I. (Existing College Credit Program)

Section 1.

All Officers who have previously taken a college course and all who enroll in a college course by the second semester of the 1981-1982 school year shall be considered permanently enrolled in the College Credit Program and eligible for all the benefits derived from it as those benefits have been applied under the 1979-1980 Collective Bargaining Agreement:

- A. Any Officer holding a recognized Associate Degree shall be compensated an additional \$650.00 over their annual rate annually.
- B. Any Officer holding a recognized Bachelor's Degree shall be compensated an additional \$1,300.00 over their annual base salary annually.
- C. Any Officer holding a recognized Master's Degree shall be compensated an additional \$1,500.00 over their annual base salary annually.

Section 2.

Degree Programs which have received prior approval regardless of their area of concentration may be continued. It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

Section 3.

Tuition and text books will be paid for by the Township upon successful completion of a C Grade or higher in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification or purchase or tuition.

Part II. (Subsequent College Credit Program)

Section 1.

Thereafter, Officers entering the College Credit Program for the first time, subsequent to the second semester of the 1981-1982 school year, shall be entitled to additional compensation as follows:

- A. Any Officer who earns a recognized Associate Degree shall receive a one time stipend payment in the amount of \$650.00.
- B. Any Officer who earns a recognized Bachelor's Degree shall receive a one time stipend payment in the amount of \$1,300.00.
- C. Any Officer who earns a recognized Master's Degree shall receive a one time stipend payment in the amount \$1,500.00.

Section 2.

The granting of the one time stipend for the lower level (A.A. Degree) shall not preclude the payment of a one time stipend at each of the higher levels.

Section 3.

Tuition and text books will be paid for by the Township upon successful completion of a "C" Grade or higher in any course related to police science or public administration. Members are responsible for supplying receipts for verification of purchase or tuition.

ARTICLE XVIII

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1.

A Clothing and Maintenance Allowance in the amount of \$825 for 1986 and \$875 for 1987 shall be paid to all Superior Officers by the Township of Jackson. Said payment to be within thirty (3) days of the adoption of each fiscal budget.

ARTICLE XIX

COURT STIPEND

Section 1.

Each Officer shall be entitled for the calendar year 1986 to a Stipend in the amount of \$400.00 as total compensation for all court time. Each Officer shall be entitled for the calendar year 1987 to a Stipend in the amount of \$400.00 as total compensation for all court time. Such stipend to be paid on November 15th each year.

ARTICLE XX

MILEAGE ALLOWANCE

Section 1.

Officers are to be compensated at eighteen cents (18) per mile or the maximum rate allowed all other municipal employees (whichever is higher) if municipal car is not available and personal car must be used for any official business.

ARTICLE XXI

HOSPITAL-MEDICAL PLAN

Section 1.

The current program for hospital and medical insurance shall be continued for all Officers and their spouse and children.

ARTICLE XXII

DENTAL PLAN

Section 1.

Employer shall continue to provide dental service insurance coverage to all Officers at no cost to them. Said plan shall be the New Jersey Dental Service Plan, Inc. or its equivalent. Said plan shall cover all Officers as well as their spouse and children.

ARTICLE XXIII

OPTICAL PLAN

Section 1.

The Employer shall provide each Officer optical plan coverage for all Officers at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. Said optical plan shall be the Travelers Vision Care Plan, submitted during negotiations or its equivalent. An outline of said Plan is annexed hereto as Addendum A.

ARTICLE XXIV

PRESCRIPTION PLAN

Section 1.

The Employer shall provide full-family prescription plan coverage to all Officers at no cost to them. Said prescription plan shall be the Travelers Prescription Plan or its equivalent.

ARTICLE XXV

PENSION PLAN

Section 1.

The Employer shall, with contributions as heretofore, provide pension and retirement benefits to Officers covered by this Agreement under the Police and Firemens' Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

Section 2.

The Township shall provide "beneficiary forms" to all S.O.A. members, pursuant to any accumulated benefits and shall be kept on file in said members personnel records.

ARTICLE XXVI

LEGAL AID

Section 1.

As per N.J.S.A. 40A:14-55: Employer agrees to provide legal aid to all Officers in suits or other legal proceedings against them arising from incidents in the line of duty. The Employer reserves the right to approve or reject any request by an Officer or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contracted to defend the Officer, unless it is first given the opportunity to determine said payment of services is reasonable.

Section 2.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any Officer by the Employer.

Section 3.

Where a criminal or disorderly persons complaint is filed against an Officer and the Officer is found to be not guilty or the complaint is otherwise dismissed, the Employer shall act to expunge the arrest record of the Officer.

ARTICLE XXVII

SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provisions of this Agreement or the application of this Agreement , any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 2.

All current policies not covered in this Agreement shall remain in full force, subject to Article V.

Section 3.

If any provisions of the Agreement are invalid the Employer and the S.O.A. will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXVIII

BULLETIN BOARD

Section 1.

The Employer will provide a Bulletin Board, space not to exceed 36" x 36", in a non-public location in Police Headquarters for the use of SOA for posting notices concerning SOA business and activities. All such notices shall be posted only upon the authority of officially designated SOA representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XXIX

GRIEVANCE PROCEDURE

Section 1. (Definition)

A Grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provisions of this Agreement.

Section 2. (Verbal Grievance)

A. Whenever a Superior Officer has a grievance, he and the SOA representative shall first present it verbally to his Superior. It is the responsibility of the Superior to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the Superior must within that time advise the Grievance Officer of the inability to do so.

B. When an Officer is informed by his Superior that the Superior is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, it shall then be submitted in writing in accordance with Section 3 herein.

Section 3.

A. If an Officer's complaint is not satisfactorily settled by his or her Superior in accordance with Section 2, the Officer shall prepare the grievance in writing (typed), in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Chief of Police or Director of Public Safety.

B. The other copy of the grievance shall be presented by the officer and the SOA representative to his immediate Superior to whom the grievance was made verbally. The Superior will report the facts and events which led up to its presentation, in writing (typed), including in his report any verbal answer he may have previously given to the Officer and the SOA representative concerning this grievance. Within five (5) working days after receipt of the written grievance, the Superior must present it, with the information required from him, to the Chief of Police and/or Director of Public Safety.

C. The Chief of Police and/or Director of Public Safety, SOA representative and officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police and/or Director of Public Safety, must be forwarded to the Township Municipal Administrator. The Administrator will then consider and formally act on the complaint within ten (10) working days.

D. The Municipal Administrator, Chief of Police and/or Director of Public Safety, SOA President (or his designee) and the Officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator must be forwarded to the Township Committee. The Committee will then consider and formally act on the complaint within fourteen (14) working days.

E. Since it is intended that most, if not all, grievances can and should be settled without the necessity of references to the Committee, no grievances will be heard or considered by the Committee which has not first passed through the above described steps.

F. Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Township Committee and the Officer are unable to reach a mutually satisfactory settlement within fourteen (14) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision of the Township Committee. Said arbitration shall be governed by the Rules and Regulations of the Public Employees Relations Commission.

G. Any award by the arbitrator shall be binding to the parties. The arbitrator's fee, and expense, if any, shall be borne jointly by the Employer and the S.O.A. Preparation and presentation expenses shall be borne separately by each party.

H. All relevant papers and documents relating to a grievance and its disposition will be placed in the Officer's Personnel History File.

I. It is the intention of the parties to settle all differences between the Employer and the S.O.A. through grievance procedures in accordance with the provisions of the Agreement. Therefore, Employer agrees that they will not lock out their Officers, and the S.O.A. agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement.

J. It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Article XXIX of this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an Officer's sole remedy shall be the procedure

of an appeal to the Civil Service Commission after a hearing and determination by the Township Committee. In the event of a suspension, fine, demotion or removal, an Officer may elect to follow either the contractual grievance procedure or an appeal under Civil Service, but not both.

K. The S.O.A. shall have a maximum of thirty (30) calendar days to file a grievance with the Employer, to any issue the Association feels is grievable under the Terms and Conditions of the Agreement and/or matter of circumstance separate and apart from this Agreement that the Association feels constitutes a grievable issue upon receipt of knowledge thereof.

ARTICLE XXX

DISCHARGE AND SUSPENSION

Section 1.

No Officer shall be disciplined or discharged without just cause. An Officer who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article XXVIII "Grievance Procedure", or in accordance with applicable Civil Service Rules and Regulations and State Statutes. In addition, the provisions of N.J.S.A. 40A:14-147 and Ordinance No. 38-76 shall apply to such discharge or disciplinary action.

ARTICLE XXXI

HOSPITAL AND MEDICAL INSURANCE

Section 1. The parties agree to reopen this portion of the contract to discuss health benefits for those members who retire from the Jackson Township Police Department and for those who have already retired. Said re-opener shall take place at least sixty (60) days prior to the conclusion of 1986 for the purpose of possible inclusion in the 1986-1987 Agreement.

ARTICLE XXXII

CHILDREN OF EMPLOYEE

Section 1. The children of an employee, who dies in the line of duty shall be given a scholarship to a college of their choice at the township's expense. Said expense/reimbursement shall not exceed \$5,000.00 per year.

ARTICLE XXXIII

DURATION OF AGREEMENT

Section 1. This Agreement shall be in effect for two (2) years from January 1, 1986 to and including December 31, 1987 a the termination of this Agreement.

Section 2. In the event that no new Agreement is reached prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

Section 3. It is agreed by the parties hereto that negotiations shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

ARTICLE XXXIV


COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all benefits to which Officers covered by this Agreement are entitled.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this day of 198 .


TOWNSHIP OF JACKSON:

BY: _____
A. BRUCE COTTRELL
MAYOR


CAPTAIN WILLIAM MULLIGAN
PRESIDENT S.O.A.

ATTEST:

DAVID T. MILLER SR.
TOWNSHIP CLERK


CAPTAIN BORDEN APPLGATE
SECRETARY S.O.A.

ARTICLE XXXIV

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all benefits to which Officers covered by this Agreement are entitled.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this day of 198 .

TOWNSHIP OF JACKSON:

BY: A. Bruce Cottrell
A. BRUCE COTTRELL
MAYOR

Capt W. H. Molligan
CAPTAIN WILLIAM MOLLIGAN
PRESIDENT S.O.A.

ATTEST:

David T. Miller Sr.
DAVID T. MILLER SR.
TOWNSHIP CLERK

Captain Borden Applegate
CAPTAIN BORDEN APPLGATE
SECRETARY S.O.A.